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Attorneys for Plaintiff
GLINT INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

GLINT INC., a Delaware corporation,

Plaintiff,

v.

PERCEPTYX, INC., a California corporation;
MITCHELL ANDERSON, an individual; and
DOES 1 through 10, inclusive,

Defendants.

CASE No. 3:18-cv-02886-CRB

**DECLARATION OF MARC MALOY IN
SUPPORT OF PLAINTIFF GLINT INC.'S EX
PARTE MOTION FOR TEMPORARY
RESTRAINING ORDER AND EXPEDITED
DISCOVERY**

FENWICK & WEST LLP
ATTORNEYS AT LAW

1 I, Marc T. Maloy, declare as follows:

2 1. I have been employed at Glint Inc. (“Glint” or the “Company”) since November 6,
3 2017. I am Glint’s Chief Revenue Officer. My job duties at Glint include, but are not limited to,
4 all sales operations at Glint globally, including managing the Company’s entire sales team.

5 2. I make this declaration of my own personal knowledge, except to any extent
6 otherwise specified. If called as a witness, I could and would testify competently to the facts set
7 forth herein.

8 3. I have worked in high tech sales since approximately 2001. Given my sales
9 background and experience, I am familiar with sales and marketing practices across a variety of
10 industries.

11 4. Defendant Mitchell Anderson (“Mr. Anderson”) was a member of my sales team at
12 Glint until approximately May 1, 2018.

13 5. During the last week of Mr. Anderson’s employment on or about April 25, 2018, I
14 called Mr. Anderson and reminded him that he was still bound by his written Employee Invention
15 Assignment and Confidentiality Agreement that he signed when he started at Glint. During that
16 conversation, I also advised him not to take any confidential or proprietary data of Glint with him
17 when he departed. In response, Mr. Anderson assured and promised me that he had not and would
18 not do so.

19 6. During the first week of May 2018, I was informed by my colleague, Technical
20 Operations Manager Anita Carey, that she had uncovered evidence suggesting that Mr. Anderson
21 had taken Glint data with him to his new employer, Perceptyx, Inc. (“Perceptyx”).

22 7. Mr. Anderson was only permitted to continue working at Glint after his notice of
23 termination to (a) allow him the opportunity to earn commissions on two sales that seemed close
24 to being closed, and (b) to otherwise assist with a smooth transition of certain customer accounts.
25 There is no legitimate reason for him to have accessed, reviewed and downloaded these files,
26 particularly when most of the information taken was for customers or prospects with which he was
27 not involved or was no longer involved.

28

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that this declaration was executed this 17th day of May, 2018 in Park City, Utah.

Marc T. Maloy

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